

# The Orissa Gazette



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## **LABOUR & EMPLOYMENT DEPARTMENT**

### **NOTIFICATION**

The 19th February 2009

No. 1662—li/1(B)-47/2006-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 22nd December 2008 in I. D. Case No. 47 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the Industrial Dispute between the Management of M/s Tosali Sands, Puri and its workman Shri Santosh Kumar Behera was referred for adjudication is hereby published as in the Schedule below :

### **SCHEDULE**

**IN THE LABOUR COURT, BHUBANESWAR**

**INDUSTRIAL DISPUTE CASE NO. 47 OF 2006**

Dated the 22nd December 2008

*Present :*

Shri M. R. Tripathy, o.s.j.s. (Jr. Branch)

Presiding Officer, Labour Court

Bhubaneswar.

*Between :*

The Employer/General Manager . . . First Party—Management

M/s Toshali Sands (Ethnic Village Resort)

At Puri-Konark Marine Drive Road

Puri.

And

Shri Santosh Kumar Behera . . . Second Party—Workman

S/o Surendra Behera

At Sidhamahabir Behera Sahi

P.O. Sarbadya Nagar, Puri.

*ppearances :*

For the First Party—Management	. . . Khalid Anjum
For the Second Party—Workman himself	. . . Shri Santosh Kumar Behera

#### AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12 read with Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 4787—li/1(B)-47/2006-LE., dated the 17th June 2006.

“Whether the termination of services of Shri Santosh Kumar Behera (Garden Worker) by way of refusal of employment by the management M/s Toshali Sands, Puri-Konark Marine Drive Road, Puri with effect from dated the 28th May 2005 is legal and/or justified ? If not , what relief Shri Behera is entitled to ? ”

2. Both the parties filed a joint petition stating therein that they have settled amicably their disputes. The terms and conditions are readover and explain to the workman as well as representative of the management and they admitted the same to be correct.

An award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

M. R. TRIPATHY

22-12-2008

Presiding Officer

Labour Court

Bhubaneswar

M. R. TRIPATHY

22-12-2008

Presiding Officer

Labour Court

Bhubaneswar

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By order of the Governor

K. C. BASKE

Under-Secretary to Government

**FORM 'K'**  
**(See Rule 64 )**

Memorandum of Settlement made on this the 24th day of November 2008 arrived at between the management of M/s Toshali Sands (ETHNIC Village Resort), Puri, Puri-Konark Marine Drive, Puri and its workman.

**NAME OF THE PARTIES**

(A) Representative of the Employer

(1) Khalid Anjum

Made part of the Award .

(B) Workman

(1) Santosh Kumar Behera

**SHORT RECITAL OF THE CASE**

The Management, M/s Toshali Sands (ETHNIC Village Resort) has been passing through acute operational and financial hazards for sometime past, due to decrease in flow of Tourists causing consequential loss of revenue to the establishment besides investment of huge funds for compliance of statutory requirements, but without expected returns whatsoever. Thereby some grievance and disputes having been raised over the issue, there ensured bi-partite talks of setting the matter mutually and amicably. After discussion both parties have agreed to resolve their disputes and differences as per the following :

**TERMS AND CONDITIONS OF SETTLEMENT**

1. This Settlement will be effected from the 24th November 2008
2. It is agreed by and between the parties that the management shall pay and the workman shall receive the benefits as specifically described in the document (Bank Draft) attached as enclosed here.
3. It has been agreed that the workman shall receive the payment in draft bearing No. 748737, dated the 29th October 2008 for Rs. 12,310 (Rupees twelve thousand three hundred ten only) drawn on Punjab National Bank, Chhaitana, Puri.
4. It is agreed between the parties that by virtue of this Settlement all claim and dispute arising out of employment, non-employment and terms of employment of workman stand resolved fully and finally and that no other or further claim or dispute in such respect whatsoever shall lie or be raised by any party in future, as the matter is settled in this I. D. Case No. 47/2006.
5. It is also agreed that the workman shall not pursue any other litigation against the management relating to this matter and past employment under the Management.
6. Both the Parties agreed that the above settlement is fair, amicable and reasonable and they have put their respective signatures on their volition and free will without any threat, coercion or undue influence whatsoever.

Signed this day of 24th November 2008.

**SIGNATURE OF THE PARTIES**

(A) Representative of the Employer

(1) Khalid Anjum

Deputy Manager

(B) Workman

(1) Santosh Ku. Behera

*Witnesses :*

1. [ILLEGIBLE]

2. [ILLEGIBLE]

3. [ILLEGIBLE]

*List of Documents :*

Money Receipt of Rs. 12,310

## FORM 'G'

(See Rule 38 )

BEFORE THE PRESIDING OFFICER, LABOUR COURT  
BHUBANESWAR

C. C. Case No. 47/2006

Between

Toshali Sands . . . First Party—Management  
Konark Marine Drive  
Puri-2.

And

Their Workman

Mr. Santosh Kumar Behera . . . Second Party—Workman

In the matter of this dispute case, I hereby authorize Mr. Khalid Anjum, Dy. Manager (P. & A.) of Toshali Sands, Konark Marine Drive, Puri-2 to represent me in this case.

Date : 24-11-2008

Accepted :

[ILLEGIBLE]

Signature of Representative

[ILLEGIBLE]

Signature of Person

Nominating the Representative

Khalid Anjum

Dy. Manager (P. &amp; A.)

Rabindra Nath Nanda

General Manager

Address

Toshali Sands

Konark Marine Drive Road

Puri-2

Address

Toshali Sands

Konark Marine Drive Road

Puri-2

NOTECH SECURITY PRINTERS

पंजाब नेशनल बैंक	छत्तीसगढ़ (पुरी) राज्य
punjab national bank CHHATTISGARH (Puri) Odisha - 752002	
मात्रे जाने पर ON DEMAND PAY	
SANTOSH KUMAR BEHERA . ONLY	
रुपये	RUPEES
**Twelve Thousand Three Hundred Ten Only**	
TLK 748737	
शाखा क्रमांक Branch Serial No.	465/2003
दिनांक Date	29-10-2008
या उनके आवेदन पर OR ORDER	
प्राप्त मूल्य के बदले अता करें FOR VALUE RECEIVED	
क्रमांक No. of Month	6
रु. Rs.	748737
पंजाब नेशनल बैंक punjab national bank	
अदाता का नाम एवं ठिकाना Drawee Branch with D.No.	PURI, PURI (ORISSA)
प्राप्तिकर्ता का नाम एवं ठिकाना लो.पी.टी.एस. (200)	

AUTHORIZED SIGNATORY WITH G.P.A. NO.

AUTHORIZED SIGNATORY WITH G.P.A. NO.

4	5	6	7	8
3	2	1	0	9

क्रमांक  
No. of Month  
प्राप्ति का  
कालावधि  
VALID FOR SIX MONTHS ONLY

॥ ७४८७३७ ॥ ००००२४०००१

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Santosh Kumar Behera.

True copy  
Dhake Ajijim

## TK INTERNATIONAL LIMITED

Toshali House : Y-42/4, Shahtoot Marg, DLF Qutab Enclave, Phase-I, Near DLF Plaza Power, Gurgaon-122 002 (INDIA)

Certified true of the extracts of minutes of meeting of the Board of Directors of T K International Limited held on the 31st August 2007, at 7-30 P.M. at its corporate office at Y 42/4, Shahtoot Marg, Qutab Enclave, DLF Phase-I, Gurgaon-122 022.

Authorisation in favour of Mr. Khalid Anjum, Dy. Manager P. & A. for cases/matters in Orissa

The Chairman informed regarding the need of authorizing Mr. Khalid Anjum, Dy. Manager, P. & A. in place of Mr. Gopal Satpathy who has left the Company for personnel and legal related matters in Orissa.

“Resolved that the authorization vide Board Resolution dated the 1st February 2007 in favour of Mr. Gopal Chandra Satapathy, the previous Deputy Manager Personnel & Administration of the company at company’s resort ‘Toshali Sands’ at Puri for instituting or defending legal proceedings, Civil, Criminal or other relating to company matters in Orissa and or relating to its resort ‘Toshali Sands’ at Puri be and is hereby withdrawn with effect from the date of his leaving from the Company.

Resolved further that Mr. Khalid Anjum, Deputy Manager, Personnel & Administration of the company be and is hereby authorized to institute or defend legal proceedings, civil, criminal or other for and on behalf of the company relating to company matters in Orissa and or relating to its resort ‘Toshali Sands’ at Puri.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to verify, sign, affirm and to present pleadings, petitions, affidavits and other necessary documents before any court or authority and to tender evidence and to engage counsel in this connection for the above matters.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to sign provide clarification, make representation/appearance and otherwise deal with the authorities relating to Provident Fund, Employees State Insurance and Labour Laws & other welfare legislations and Consumer cases/ matters in Orissa relating to the company and its resort Toshali Sands in Orissa.

Resolved further that his actions duly done within the above authority will bind the company.”

For TK International Ltd.

[ILLEGIBLE]

Company Secretary